

*No. 4900 Equity.*

Hundred and eighty two, by us Martha M. Weaver and William H. Weaver her husband of Frederick County, in the State of Maryland; -  
 Witnesseth, that in consideration of six hundred dollars now due from the said Martha M. Weaver and William H. Weaver her husband to a certain George W. Rose, for which indebtedness on the said Martha M. Weaver and William H. Weaver her husband have also simultaneously with the execution of this mortgage executed our promissory note bearing even date with this Mortgage for said sum of six hundred dollars, with interest from date payable once year after date to the said George W. Rose or order, we the said Martha M. Weaver and William H. Weaver her husband, do grant in fee simple, unto the said George W. Rose, all that Real estate situated in Emmitsburg, in Frederick County in the State of Maryland, described as follows: Being two lots of ground with the improvements and appurtenances thereto belonging, situated on the South side of the Main Street of said Emmitsburg and designated on the plat of said Town as Lots Nos. 1 & 3, which lots are bounded on the East by a public Alley, and on the West by the lot of Bennett Tyson, they being the same lots which were conveyed to the said Martha M. Weaver by William H. Weaver her husband by deed dated the fifteenth day of November in the year Eighteen hundred and forty nine, and recorded in Liber T. G. No. 12 folio 528, one of the Land Records of Frederick County.

Exhibit No. 8.  
to  
Report of Law

Provided that if we the said Martha M. Weaver and William H. Weaver her husband or either of them shall pay to the said George W. Rose or his assigns at maturity, the amount of said promissory note and all interest thereon then this Mortgage shall be void, and the said Martha M. Weaver and William H. Weaver her husband for themselves, their and each of their heirs and personal representatives hereby covenant that they will pay the aforesaid money according to the tenor of said promissory note and they further covenant in like manner with the said George W. Rose his personal representatives and assigns, that they will during the continuance of this mortgage keep the mortgaged premises insured for the sum of two thousand dollars, and will pay the premiums or assessments thereon as they fall due, and will assign the policy of insurance to said George W. Rose and his assigns for his and their benefit, in case of loss by fire, and that should the said George W. Rose or his assigns pay any premiums or assessments for insurance, the amount of the premiums so paid without interest thereon shall be a lien on the mortgaged property as though included in the first instance in the mortgage itself, and the said Martha M. Weaver and William H. Weaver her husband further in like manner covenant that they will pay the taxes as well on the mortgaged debt created or secured hereby as upon the mortgaged property, paying the same when due and payable, and that should they fail to do so, or to perform any one or more of the things hereby by them agreed to be done and performed it shall be held to be such a breach of condition as shall authorize the said George W. Rose his personal representatives or assigns to proceed forthwith to a sale of the mortgaged property and to the payment of the entire debt interest, cost and expenses. Provided further that if default shall be made in the payment of the money aforesaid, or if default shall be made in the performance of any of the conditions or covenants herein contained,